

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAERSK LINE,

Plaintiff,

- against -

CIVIL COMPLAINT
IN ADMIRALTY

CALTECH INTERNATIONAL
TRADING CORPORATION,

Defendant.

Plaintiff MAERSK LINE, by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant CALTECH INTERNATIONAL TRADING CORPORATION, in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq.
2. At all times hereinafter mentioned, plaintiff MAERSK LINE was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 6000 Carnegie Blvd., Charlotte, NC 28209.
3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.
4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.
5. Thereafter, the goods were carried to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$20,988.00, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$20,988.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon, costs, disbursements and a reasonable attorney's fee.


2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
December 13, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
MAERSK LINE
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant **CALTECH INTERNATIONAL TRADING CORPORATION** was and still is a corporation organized and existing under the laws of the State of New Jersey, with offices and a place of business at 434 Northam Drive, North Brunswick, NJ 08902.

II. Details of shipment(s):

1. Bill of Lading No. **MAEU511773276**, dated February 2, 2007, from Puntarenas to Chittagong via Puerto Caldera on the Vessel **MAERSK FREMANTLE**, nine (9) forty-foot containers **SAID TO CONTAIN: METAL SCRAP**, at the applicable tariff and/or Service Contract rate of \$19,469.00 (Exhibit A).

Amount Paid: \$9,976.00

Amount Due: \$9,493.00

2. Bill of Lading No. **MAEU522738523**, dated April 6, 2007, from Puntarenas to Chittagong via Puerto Cortes on the Vessel **MAERSK FREMANTLE**, two (2) forty-foot containers **SAID TO CONTAIN: STEEL SCRAP**, at the applicable tariff and/or Service Contract rate of \$4,337.00 (Exhibit B).

Amount Paid: \$1,497.00

Amount Due: \$2,840.00

3. Bill of Lading No. MAEU522801621, dated September 28, 2007, from Dallas to Chittagong on the Vessel SL FLORIDA, five (5) forty-foot containers SAID TO CONTAIN: STEEL SCRAP, at the applicable tariff charge of \$8.655.00 (Exhibit C).

Amount Paid: \$0

Amount Due: \$8.655.00

III. Total Amount Due: \$20,988.00

PARTICULARS FURNISHED BY SHIPPER		Weight	Measurement
9 containers said to contain 9 UNIT METAL SCRAP STEEL SCRAP AS PER ISRI CODE: 200-202 AND ALL OTHER SPECIFICATIONS OF THE MERCHANDISE ARE STRICTLY AS PROFORMA NO. CITC/KSM/8001 DTD. 03-12-2006 IMPORT UNDER CASH FOREIGN EXCHANGE RESOURCES L/C NO. 1814-06-01-0047 DTD. 03.12.06		223500.000 KGS	360.000 CBM
<div style="text-align: center; font-size: 48px; opacity: 0.5;">COPY</div> <div style="border: 2px solid black; padding: 10px; float: right; text-align: center;"> BALANCE DUE \$ 9,493.00 </div>			
TRIU4549603 ML-CR0327766 40 DRY 8'6 1 UNIT 25900.000 KGS 40.000 CBM TRIU5195741 ML-CR0327767 40 DRY 8'6 1 UNIT 23120.000 KGS 40.000 CBM PONU7933169 ML-CR0327340 40 DRY 9'6 1 UNIT 22130.000 KGS 40.000 CBM GATU8205686 ML-CR0327720 40 DRY 9'6 1 UNIT 23730.000 KGS 40.000 CBM MSKU8092441 ML-CR0327725 40 DRY 9'6 1 UNIT 27260.000 KGS 40.000 CBM PONU8171900 ML-CR0329410 40 DRY 9'6 1 UNIT 26540.000 KGS 40.000 CBM			

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As Agent(s) for the Owner
Maersk Inc - Houston CRC

EXHIBIT "A"

17NU9317990	ML-CR0327749	40 DRY 9'6	1 UNIT	25570.000 KGS	40.000 CBM
PONU7921175	ML-CR0327731	40 DRY 9'6	1 UNIT	26710.000 KGS	40.000 CBM
17NU9916332	ML-CR0327341	40 DRY 9'6	1 UNIT	22540.000 KGS	40.000 CBM

SHIPPER'S LOAD, STOW, WEIGHT AND COUNT

The carrier shall have no liability whatsoever arising out of or in connection with the acts of any person who unlawfully, by the use of force or threats of any kind, damages, seizes, or exercises control over the Goods, over any Sub-Contractor or over any means of transportation or storage of the Goods.

SD/CY

FREIGHT PREPAID

ALSO NOTIFY: STANDARD BANK LTD.
AGRAHAD BRANCH.
CHITTAGONG, BANGLADESH

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Shipper CALTECH INTERNATIONAL TRADING CORP. 434 NORTHAM DRIVE, NORTH BRUNSWICK, NJ 08902, U.S.A.		Booking No. 512367864	
Consignee (irrespective of whether it is consigned "to order", "to order of" a named person or "to order of bearer") TO THE ORDER OF STANDARD BANK LTD. AGRABAD BRANCH, CHITTAGONG, BANGLADESH		Export reference 134534	
		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)	
		Notify Party (see clause 2) KABIR STEEL RE-ROLLING MILLS LTD. KABIR MANZIL, SK. MUJIB RD. AGRABAD, CTG. FACTORY - GHORAMARA, BARA KUMIRA, SITAKUNDA, CHITTAGONG, BANGLADESH	
Vessel (see clause 1 - 13) MAERSK FREMANTLE	Voyage No. 0728	Place of Receipt: Applicable only when document used as Multimodal Transport W/L (see clause 1) Puntarenas	
Port of Loading Puerto Caldera	Port of Discharge Chittagong	Place of Delivery: Applicable only when document used as Multimodal Transport W/L (see clause 1)	

PARTICULARS FURNISHED BY SHIPPER

Kind of Package: Description of goods: Marks and Numbers: Containers: Total: Total No.		Weight	Measurements
2 containers said to contain 2 BULK		50000 KGS	80.000 CBM
STEEL SCRAP AS PER ESRI CODE: 200-202 AND ALL OTHER SPECIFICATIONS OF THE MERCHANDISE ARE STRICTLY AS PROFORMA NO. CITC/KSM/6001, DTD: 03-12-2006.			
IMPORT UNDER CASH FOREIGN EXCHANGE RESOURCES. L/C NO. 1814-06-01-0047 DTD: 03.12.06			
TRIU9863999 ML-CR0328862 40 DRY 9'6 1 BULK 22820 KGS 40.000 CBM MAEU7398423 ML-CR0328857 40 DRY 8'6 1 BULK 27180 KGS 40.000 CBM SHIPPER'S LOAD, STOW, WEIGHT AND COUNT			
The carrier shall have no liability whatsoever arising out of or in connection with the acts of any person who unlawfully, by the use of force or threats of any kind, damages,			
This certificate is issued by the carrier, but without responsibility of or recommendation by Carrier (see clause 11)			

COPY

BALANCE DUE

\$ 2,840.00

[illegible]

This transport document has one or more numbered attachments

Agencia para el Caribe
Maerck Costa Rica S.A.

EXHIBIT "B"

seizes, or exercises control over the Goods, over any Sub-Contractor or over any means of transportation or storage of the Goods.

FREIGHT PREPAID

SD/CY

ALSO NOTIFY: STANDARD BANK LIMITED
AGRAHAD BRANCH,
HOSSAIN CHAMBER, 105, AGRAHAD C/A
CHITTAGONG, BANGLADESH

Freight Charges	Rate	Unit	Currency	Prepaid	Collect
Chittagong Feeder Additional	200.00	Per Container	USD	400.00	
Documentation Fee - Destination	300.00	Per Bill of Lading	BDT		300.00
Handling Charge - Destination	2100.00	Per Container	BDT		2100.00
Handling Charge - Destination	3350.00	Per Container	BDT	3350.00	
Handling Charge - Destination			BDT	-3350.00	
Emergency Risk Surcharge	0.00	Per Container	USD	0.00	
Documentation Fee - Origin	25.00	Per Bill of Lading	USD	25.00	
Carrier Security Charge	6.00	Per Container	USD	12.00	
Total BDT			BDT		2400.00
Total USD			USD	4337.00	



Export Invoice

6000 Carnegie Blvd
Charlotte NC 28209-4637

Invoice Number: US13-53477-522901521
Invoice Date: 28-SEP-07
B/L Number: 57781161

Owner:
CALICOE INTL TRADING
370 CAMDEN CT
STE 115 B
YOMERSET NC 28575

Customer ref: 3318602520
Your VOT Ref:
Your reference: 88-01396

Our contact/phone ref:
Garion Jackson / 1 800 858-4204, 3361501

Attention of: Accounts Payable

Place of receipt:	Place of delivery:	Main vessel name:
DALLAS S/O	CHITTAGONG	SL FLORIDA
Sailing date:	Vessel name:	Voyage:
14-SEP-07	SL FLORIDA	0715

Item description:	Qty:	UOM:	Cur:	Unit price:	USD
HAWK FREIGHT	3	40' CONT	USD	1,400.00	4,200.00
BASE FREIGHT	2	40' CONT	USD	1,400.00	2,800.00
CHITTAG. FREIGHT ADD.	3	40' CONT	USD	200.00	600.00
CHITTAG. FREIGHT ADD.	2	40' CONT	USD	200.00	400.00
PORT CHARGE	3	40' CONT	USD	115.00	345.00
PORT CHARGE	2	40' CONT	USD	115.00	230.00
MANUAL DOCUMENTATION PROCESS	1	STUCH LHM	USD	25.00	25.00
CARRIER SECURITY CHARGE	3	40' CONT	USD	6.00	18.00
PORT SECURITY CHARGE	3	40' CONT	USD	5.00	15.00
CARRIER SECURITY CHARGE	2	40' CONT	USD	6.00	12.00
PORT SECURITY CHARGE	2	40' CONT	USD	6.00	12.00

Total due: 9,690.00

Containers:

CAHU4122152	: 40' DRY
INSU1627723	: 40' DRY
MSKU6619706	: 40' DRY
PCNU1712205	: 40' DRY
TCU11500042	: 40' DRY

Payment ref: By payment/bank transfer please include invoice no. US1353477-522901521

Bank: Bank of America
Account: ABA 026009583 (Wire Only) Account: 3756872572
ABA 111000012 (ACH Only) Account: 3756872572

Notes:

Remit to:
Maersk Inc.
6000 Carnegie Blvd
Attention: Payment Services - 2nd floor
Charlotte NC 28209-4637

EXHIBIT "C"